

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gulfstream Media Corporation		03/15/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank, as Agent
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Chartered Bank: CALIFORNIA

Name:	Gold Hill Venture Lending 03, L.P.
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2606864	TORRENT
Registration Number:	2641825	T TORRENT
Registration Number:	2723113	TORRENT CE
Registration Number:	2682400	C TORRENT CE
Registration Number:	2671163	STARBAK
Registration Number:	2671164	STARBAK COMMUNICATIONS, INC.
Registration Number:	2706792	STARBAK COMMUNICATONS INC.
Registration Number:	2598935	VIVIDON

CH \$440.00 2606864

Registration Number:	2602768	STREAMING THE INTERNET
Registration Number:	2711300	VSM
Serial Number:	76353069	BUILT FOR STREAMING
Serial Number:	76197495	STARBAK COMMUNICATIONS, INC.
Serial Number:	76434156	SDA
Serial Number:	76352891	IMPROVING THE ECONOMICS OF STREAMING DELIVERY
Serial Number:	76271199	STREAMING THE INTERNET
Serial Number:	76271121	STREAMING THE INTERNET
Serial Number:	75654464	WEBPUMP

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-415-1555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007
Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	703805
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	04/10/2007

Total Attachments: 17
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 15th day of March, 2007 by and among **GULFSTREAM MEDIA CORPORATION**, a Delaware corporation whose address is 99 Hayden Avenue, Lexington, Massachusetts 02421 ("Grantor"), **SILICON VALLEY BANK**, a California-chartered bank, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 ("SVB"), as agent (the "Agent"), and the other Lenders party hereto, including without limitation, SVB and **GOLD HILL VENTURE LENDING 03, L.P.** ("Gold Hill") (SVB and Gold Hill each individually, a "Lender", and collectively, the "Lenders").

RECITALS

A. Lenders have agreed to make advances of money and to extend certain financial accommodations to Grantor (the "Loan"), pursuant to a certain Term Loan and Security Agreement dated as of March 15, 2007, between Grantor and Lenders, as may be amended from time to time (as amended, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Lenders are willing to enter into certain financial accommodations with Grantor, but only upon the condition, among others, that Grantor shall grant to Lenders a security interest in certain Copyrights, Trademarks, Patents, and Mask Works, and other assets, to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Grantor and Lenders have also entered into that certain Earn Out Agreement dated as of March 15, 2007 (as amended, the "Earn Out Agreement").

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lenders a security interest in all of Grantor's right title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral (as defined therein).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Lenders (hereinafter, the "Indebtedness") under the Loan Agreement and the Earn Out Agreement, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its registered and unregistered intellectual property collateral owned by Grantor (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on **EXHIBIT A** attached hereto (collectively, the "Copyrights");

(b) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on EXHIBIT B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on EXHIBIT C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on EXHIBIT D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights, including, without limitation those set forth on EXHIBIT E attached hereto (collectively, the "Licenses");

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement, and any amendments thereto, or copies thereof.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) To Grantor's knowledge, Grantor is now the sole owner of the Intellectual Property Collateral, except for licenses granted by Grantor to its customers in the ordinary course of business;

(b) Performance of this IP Agreement does not conflict with or result in a breach of any material agreement to which Grantor is bound;

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;

(d) Grantor shall promptly advise Agent of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(e) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, as required in the exercise of its business judgment, (ii) use its commercially reasonable best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Agent in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the

public without the written consent of Agent, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that such abandonment, forfeiture or dedication is appropriate;

(f) Grantor shall take such further actions as Agent may reasonably request from time to time to perfect or continue the perfection of Lenders' interest in the Intellectual Property Collateral;

(g) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral this IP Agreement will create, at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Lenders a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement and Earn Out Agreement;

(h) To its knowledge, except for, and upon, the filing of UCC financing statements, or other notice filings or notations in appropriate filing offices, if necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (a) for the grant by Grantor of the security interest granted hereby, or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (b) for the perfection in the United States or the exercise by Lenders of their rights and remedies thereunder;

(i) All information herein or hereafter supplied to Lenders by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(j) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Agent's prior written consent, which consent shall not be unreasonably withheld. Grantor shall provide written notice to Agent within ten (10) days of entering or becoming bound by, any such license or agreement which is reasonably likely to have a material impact on Grantor's business or financial condition. Grantor shall use commercially reasonable efforts to obtain the consent of, authorization by or waiver by, any person whose consent or waiver is necessary for all such licenses or contract rights to be deemed "Intellectual Property Collateral" and for Lenders to have a security interest in it that might otherwise be restricted or prohibited by law or by the terms of any such license or agreement, whether now existing or entered into in the future; and

(k) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Agent in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral or the rights and remedies of Lenders in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Lenders' Rights. Lenders shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Lenders for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants the Agent and its employees, representatives, and agents, the right to visit during reasonable hours upon reasonable written notice to Grantor any of Grantor's locations, and to inspect Grantor's books and records with respect to the IP Enforcement Actions (as defined in the Earn Out Agreement) and the Net Recoveries (as defined in the Earn Out Agreement) received by Grantor in connection therewith; provided, that, absent a breach by Grantor of this Agreement, such inspection shall occur only once each calendar year and shall be at the cost of the Agent.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, upon request by Agent, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Agent, to perfect Lenders' security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lenders the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) In addition to section 6(a) above, Grantor shall not register any Copyrights or Mask Works in the United States Copyright Office unless it: (i) has given at least fifteen (15) days' prior written notice to Agent of its intent to register such Copyrights or Mask Works and has provided Agent with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (ii) executes a security agreement or such other documents as Agent may reasonably request in order to maintain the perfection and priority of Lenders' security interest in the Copyrights proposed to be registered with the United States Copyright Office; and (iii) records such security documents with the United States Copyright Office contemporaneously with filing the Copyright application(s) with the United States Copyright Office. Grantor shall promptly provide to Lenders a copy of the Copyright application(s) filed with the United States Copyright Office, together with evidence of the recording of the security documents necessary for Lenders to maintain the perfection and priority of their security interest in such Copyrights or Mask Works. Grantor shall provide written notice to Lenders of any application filed by Grantor in the United States Patent Trademark Office for a patent or to register a trademark or service mark within 30 days of any such filing.

(c) Grantor hereby irrevocably appoints Agent as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Agent or otherwise, from time to time in Agent's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, solely to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, or other notice filings or notations in appropriate filing offices, relative to any of the Intellectual Property Collateral, without notice to Grantor, with all appropriate jurisdictions, as Agent deems appropriate, in order to further perfect or protect Lenders' interest in the Intellectual Property Collateral.

Agent shall give prompt notice to Grantor of any of the foregoing.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default occurs under the Loan Agreement; or any document from Grantor to Lenders; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement, and as to any such breach that can be cured, has failed to cure the default within fifteen (15) days after the occurrence thereof; provided, however, that if the default cannot by its nature be cured within the fifteen

(15) day period or cannot after diligent attempts by Grantor be cured within such fifteen (15) day period, and such default is likely to be cured within a reasonable time, then Grantor shall have an additional period (which shall not in any case exceed thirty (30) days) to attempt to cure such default, and within such reasonable time period the failure to have cured such default shall not be deemed an Event of Default (provided that no Credit Extensions under the Loan Agreement will be made during such cure period). Grace periods provided under this section shall not apply, among, other things, to any covenants that are required to be satisfied, completed or tested by a date certain.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Lenders shall have the right to exercise all the remedies of a secured party under the Massachusetts Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lenders have a security interest and to make it available to Lenders at a place designated by Lenders. Lenders shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Lenders to exercise their rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lenders in connection with the exercise of any of Lenders' rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lenders' rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lenders and their officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lenders as a result of or in any way arising out of, following or consequential to transactions between Lenders and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lenders' gross negligence or willful misconduct.

10. Termination. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lenders shall execute and deliver to Grantor all releases, terminations, and other instruments as may be necessary or proper to release the security interest hereunder.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF FOR ANY REASON AGENT OR LENDERS CANNOT AVAIL THEMSELVES OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, GRANTOR ACCEPTS JURISDICTION OF THE COURTS AND VENUE IN SANTA CLARA COUNTY, CALIFORNIA. NOTWITHSTANDING THE FOREGOING, THE AGENT SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH THE LENDERS DEEM NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE THE AGENT'S OR LENDERS' RIGHTS AGAINST THE GRANTOR OR ITS PROPERTY.

GRANTOR AND LENDERS EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

15. Confidentiality. In handling any confidential information, Lenders shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Lenders' subsidiaries or affiliates in connection with their present or prospective business relations with Grantor (provided that such subsidiaries or affiliates agree to be bound by this provision); (ii) to prospective transferees or purchasers of any interest in the Loans (provided, however, Lenders and Agent shall use commercially reasonable efforts in obtaining such prospective transferee's or purchaser's agreement to the terms of this provision); (iii) as required by law, regulation, subpoena, or other order, (iv) as required in connection with Lenders' examination or audit; and (v) as Lenders consider appropriate in exercising remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain or in Lenders' possession when disclosed to Lenders, or becomes part of the public domain after disclosure to Lenders; or (b) is disclosed to Lenders by a third party, if Lenders reasonably do not know that the third party is prohibited from disclosing the information.

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EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

Address of Grantor:

GRANTOR:

GULFSTREAM MEDIA CORPORATION

By: 

Name: Lawrence Baker

Title: President

SILICON VALLEY BANK, as Agent and as a Lender

By: _____

Name: _____

Title: _____

GOLD HILL VENTURE LENDING 03, L.P., as a Lender

By: GOLD HILL VENTURE LENDING
PARTNERS 03, LLC, its General Partner

By: _____

Name: _____

Title: _____

EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

Address of Grantor:

GRANTOR:

GULFSTREAM MEDIA CORPORATION

By: _____

Name: _____

Title: _____

SILICON VALLEY BANK, as Agent and as a Lender

By:  _____

Name: Shawn E. Goorman

Title: SVP

GOLD HILL VENTURE LENDING 03, L.P., as a Lender

By: GOLD HILL VENTURE LENDING
PARTNERS 03, LLC, its General Partner

By: _____

Name: _____

Title: _____

EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

Address of Grantor:

GRANTOR:

GULFSTREAM MEDIA CORPORATION

By: _____

Name: _____

Title: _____

SILICON VALLEY BANK, as Agent and as a Lender

By: _____

Name: _____

Title: _____

GOLD HILL VENTURE LENDING 03, L.P., as a Lender

By: GOLD HILL VENTURE LENDING PARTNERS 03, LLC, its General Partner

By: J. Flower

Name: J. Flower

Title: Partner

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated March 15, 2007.

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
Light Stream Server	TXu 953-826	5/26/2000
Light Stream Server	TX 5-348-708	2/21/2000
MMS Light Stream Server	TX 5-438-493	9/26/2001
Torrent CE	TX 5-361-158	4/13/2001
Torrent Use Interface	TXu 985-073	2/21/2001
RTSP Engine	TXu 985-072	2/21/2001
Torrent CE: Radvision H.323 Stack Interface	TX-5-496-113	2/26/2002
Torrent CE: Control Hub Software	TX-5-496-114	2/26/2002

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>FIRST DATE COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>OF PUBLIC DISTRIBUTION</u>
None.				

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT WITH OWNER OR ORIGINAL GRANTOR IF AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>
None.				

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated August 18, 2006.

EXHIBIT "B"

PATENTS

PATENT					
<u>DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
Systems and Methods for Applying a Quality Metric to Caching and Streaming of Multimedia Files Over a Network			10/127,022	4/19/2002	Abandoned
Systems and Methods for Producing Files For Streaming From a Content File			10/126,459	4/19/2002	Abandoned
Systems and Methods for Efficient Memory Allocation for Streaming Of Multimedia Files			10/126,460	4/19/2002	Abandoned
Systems and Methods for Efficient Cache Management in Streaming Applications			10/126,986	4/19/2002	Abandoned
Systems and Methods for Efficient Cache Management in Streaming Applications			11/328,109	5/08/2006	Pending
Caching Proxy Streaming Appliance Systems and Methods			09/970,767	10/05/2001 (provisional 11/2000)	Pending
Systems and Methods for Connecting Video Conferencing to a Distributed Network			7,043,528	10/30/2001	Registered
Systems and Methods for Connecting Video Conferencing to a Distributed Network			09/984,499	10/30/2001	Pending
Systems and Methods for Recording Signals From Communication Devices As Messages And Making the Messages Available for Later Access by Other Communication Devices			10/869,839	6/18/2004	Pending

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated August 18, 2006.

EXHIBIT "C"

TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
TORRENT		76/164,018	2,606,864	Registered
T TORRENT (Design)		76/164,017	2,641,825	Registered
TORRENT CE		76/164,033	2,723,113	Registered
C TORRENT CE (Design)		76/164,032	2,682,400	Registered
STARBAK		76/197,496	2,671,163	Registered
STARBAK COMMUNICATIONS, INC.		76/197,497	2,671,164	Registered
STARBAK COMMUNICATIONS, INC. (Design)		76/410,162	2,706,792	Registered
VIVIDON		76/075,092	2,598,935	Registered
STREAMING THE INTERNET		76/271,198	2,602,768	Registered
VSM		76/434,157	2,711,300	Registered
BUILT FOR STREAMING		76/353,069		Abandoned
STARBAK COMMUNICATIONS, INC.		76/197,495		Abandoned
SDA		76/434,156		Abandoned
IMPROVING THE ECONOMICS OF STREAMING DELIVERY		76/352,891		Abandoned
STREAMING THE INTERNET		76/271,199		Abandoned
STREAMING THE INTERNET		76/271,121		Abandoned
WEBPUMP		75/654,464		Abandoned

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated August 18, 2006.

EXHIBIT "D"

MASK WORKS

MASK WORK

<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
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None.

Exhibit "E" attached to that certain Intellectual Property Security Agreement dated August 18, 2006.

EXHIBIT "E"

LICENSES

1. Software License Agreement between RADVision Inc. and the Company, dated October 16, 2000.
2. Microsoft Agreement to License Specified Windows Media Technology Interactions for Development and Product Distribution between Microsoft Corporation and the Company, dated April 2, 2003.
3. Microsoft Protocol License Agreement for Development and Product Distribution between Microsoft Corporation and the Company, dated April 2, 2003.
4. Microsoft Agreement to License WMDRM 10 for Devices Development and Product Distribution Agreement between Microsoft Corporation and the Company, dated October 1, 2004.
5. Microsoft OEM Customer License Agreement for the Use of Third Party Installer between Microsoft Corporation and the Company dated October 10, 2005.
6. Microsoft OEM Customer License Agreement for Embedded Systems between Microsoft Corporation and the Company dated October 6, 2005.
7. OEM Software License Agreement between Cisco Systems, Inc. and the Company, dated August 29, 2001, as amended on November 22, 2002, July 21, 2003 and March , 2006.
8. Software License Agreement between The Fantastic Corporation and the Company, dated June 30, 2002.
9. OEM Software License Agreement between Kasenna, Inc. and the Company dated June 16, 2003.
10. OEM Software License Agreement between Storigen Systems, Inc. and the Company dated July 21, 2003.
11. Software License Agreement between MySQL AB and the Company dated September 30, 2003 as amended on August 31, 2005
12. Software License Agreement between Media Publisher Inc. and the Company dated March 6, 2004 as amended on May 20, 2005.
13. OEM Software License Agreement between Pepper Computer, Inc. and the Company dated October 12, 2005.
14. Software License Agreement between 4i2i Communications, Ltd. and the Company for Licensing H.261 CODEX for Windows Media Player dated May 13, 2004.
15. Software License Agreement between 4i2i Communications, Ltd. and the Company for Licensing H.263 Decoder for Windows Media Player dated June 24, 2005.
16. Software License Agreement between 4i2i Communications, Ltd. and the Company Amending the Agreement for Licensing H.263 Recoder for Windows Media Player dated January 19, 2006.
17. Software License Agreement between 4i2i Communications, Ltd. and the Company Licensing H.264 Recoder for Windows Media Player dated June 20, 2005.
18. Software License Agreement between Oracle Corporation and the Company for an Embedded Software License Distribution dated January 13, 2005.

19. Software License Agreement between Sentivision K.K.. and the Company dated August 8, 2005.

Schedule 1

LITIGATION

On May 22, 2006, StarBak Communications, Inc. filed a complaint for patent infringement against Tandberg ASA, Tandberg Telecom AS, Tandberg, Inc., and related entities in the business of visual communications technology, in the United States District Court for the District of Massachusetts (Civil Action No. 06-10897MLW). The complaint alleges that Tandberg is infringing StarBak's recently issued United States Patent No. 7,043,528, relating to StarBak's system and method for networking video conferencing in a streaming media format. Starbak seeks undetermined damages and an injunction. No schedule has yet been set.

On July 7, 2006, Tandberg Telecom AS filed a complaint for patent infringement against Starbak Communications in the United States District Court for Delaware (Civil Action No. 06-424). The complaint alleges infringement of United States Patent Nos. 6,404,745; 5,838,664; and 6,584,077. Tandberg seeks undetermined damages and an injunction.

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